



\$32.00

Southern Pacific Lines

Southern Pacific Building • One Market Plaza • San Francisco, California 94105

(415) 541-1785 • Facsimile (415) 495-5436

3-214A046

Gary A. Laakso
General Attorney

Law Department

July 29, 1993 RECORDED NO. 16697-21 FILED 1425

AUG 2 1993 3:55 PM

G 4137-335

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr., Secretary
Interstate Commerce Commission
12th Street and Constitution Avenue, N.W.
Washington, D.C. 20423

Re: Lease Intended for Security Dated December 29, 1989,
Between Southern Pacific Transportation Company, as
Lessee, and First Interstate Bank of California, as Trustee

Dear Mr. Strickland:

Enclosed are an original, a certified copy, and four counterparts of a document described below, to be recorded pursuant to the provisions of 49 U.S.C. Section 11303.

The document is a Quitclaim Bill of Sale dated April 29, 1993. The document is a secondary document, as defined in the Commission's Rules for the Recordation of Documents, 49 C.F.R. Section 1177.

The primary document to which the document is in connection with is recorded under Recordation No. 16697. We request that this document be recorded under Recordation No. 16697-U.

The names and addresses of the parties to the Quitclaim Bill of Sale are as follows:

Seller: First Interstate Bank of California
345 California Street
San Francisco, California 94104

Buyer: Southern Pacific Transportation Company
Southern Pacific Building
One Market Plaza
San Francisco, California 94105

AUG 2 3 46 PM '93
MOTOR OPERATING UNIT

A description of the railroad equipment covered by the foregoing Quitclaim Bill of Sale is set forth in its Attachment A attached thereto.

Mr. Sidney L. Strickland, Jr.
July 29, 1993
Page Two

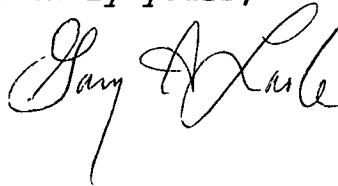
A fee of \$16 is enclosed. Please return the original and three counterparts of the Quitclaim Bill of Sale evidencing the recordation data thereon to:

Gary A. Laakso, Esq.
Southern Pacific Building
One Market Plaza
San Francisco, CA 94105

A short summary of the enclosed document to appear in the Commission's index is:

Quitclaim Bill of Sale dated April 29, 1993, between Southern Pacific Transportation Company, Southern Pacific Building, One Market Plaza, San Francisco, CA 94105, Buyer, and First Interstate Bank of California, 345 California Street, San Francisco, CA 94104, Seller/Trustee, covering six 70-ton box cars and 17 100-ton hopper cars.

Very truly yours,



Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

8/3/93

OFFICE OF THE SECRETARY

Gary A. Laakso

General Attorney

Southern Pacific Lines

Southern Pacific Building

One Market Plaza

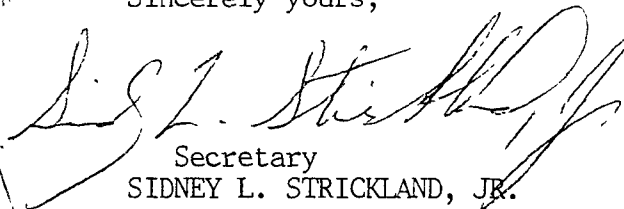
San Francisco, CA. 94105

Dear **Sir:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **8/2/93** at **3:55pm**, and assigned recordation number(s).

16697-U & 16785-X

Sincerely yours,



Secretary
SIDNEY L. STRICKLAND, JR.

Enclosure(s)

QUITCLAIM BILL OF SALE

RECORDED

1cc Certified
File Copy

1425

For valuable consideration, FIRST INTERSTATE BANK OF (hereinafter called "Trustee") does hereby sell to SOUTHERN PA COMPANY (hereinafter called "Buyer") all of Trustee's right, title, personal property described below (the "Equipment").

1cc # 16697-U

SP	243658	SP	404062	SP	404080
SP	243760	SP	404064	SP	404085
SP	243867	SP	404065	SP	404088
SP	243956	SP	404069	SP	404093
SP	244078	SP	404071	SP	404096
SP	244079	SP	404072	SSW	76265
SP	404050	SP	404075	SSW	77278
SP	404056	SP	404078		

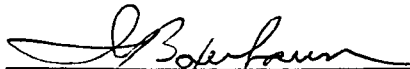
Said Equipment is sold on an "as-is, where-is" basis, without any covenant or warranty expressed or implied, of any nature whatsoever except, the Trustee covenants and warrants that said Equipment is free of all liens and encumbrances created by the Trustee. THE WARRANTY IN THIS PARAGRAPH IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES OF Trustee, WHETHER WRITTEN, ORAL OR IMPLIED, AND Trustee SHALL NOT BY VIRTUE OF HAVING SOLD THE EQUIPMENT HERewith, BE DEEMED TO MAKE ANY REPRESENTATION OR WARRANTY AS TO THE MERCHANTABILITY, FITNESS, DESIGN, OR CONDITION OF, OR AS TO THE QUALITY OF THE MATERIAL OR WORKMANSHIP IN, THE EQUIPMENT, OR ANY OTHER REPRESENTATION OR WARRANTY WHATSOEVER. By acceptance of said Equipment transferred hereunder, Buyer agrees to pay all sales and use taxes heretofore assessed or levied against said Equipment.

TO HAVE AND TO HOLD the Equipment unto the Buyer, its successors and assigns, for its and their own use, forever.

IN WITNESS WHEREOF, the Trustee has caused this Quitclaim Bill of Sale to be executed on its behalf on this 29th day of April, 1993.

FIRST INTERSTATE BANK OF CALIFORNIA
As Trustee under a Lease Intended as
Security dated as of December 29, 1989

By:



Title

ASSISTANT VICE PRES.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

No 5193

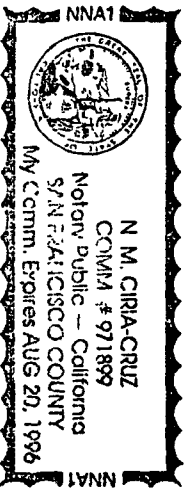
State of California
County of San Francisco

On 4-1-93 before me, N.M. Ciria-Cruz, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared A. Buxicki, UAW NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



A. Buxicki
SIGNATURE OF NOTARY

OPTIONAL SECTION

TITLE OR TYPE OF DOCUMENT Quit Claim for a Sale - So. Mountain
NUMBER OF PAGES 2 DATE OF DOCUMENT 4-29-93
SIGNER(S) OTHER THAN NAMED ABOVE

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document

☐ INDIVIDUAL
☒ CORPORATE OFFICER(S)
A VP TITLE(S)

☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL

☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

☐ OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES)

1ST INTERSTATE BANK
RETIRED/DESTROYED UNITS
FOR OBSL

BUILDER	UNIT	OWNER	KIND OF EQUIP	BUILT	GRIP	OBSL DATE
PACIFIC CAR & FOUNDRY (PCF)	SP 243658	1005	70 TON BOX	CAR	7310	
PACIFIC CAR & FOUNDRY (PCF)	SP 243760	1005	70 TON BOX	CAR	7311	
PACIFIC CAR & FOUNDRY (PCF)	SP 243867	1005	70 TON BOX	CAR	7311	
PACIFIC CAR & FOUNDRY (PCF)	SP 243956	1005	70 TON BOX	CAR	7311	
PACIFIC CAR & FOUNDRY (PCF)	SP 244078	1005	70 TON BOX	CAR	7312	
PACIFIC CAR & FOUNDRY (PCF)	SP 244079	1005	70 TON BOX	CAR	7312	
GEN. AMER. TRANSPORTATION CO.	SP 404050	1005	100 TON HOPPER	CAR	6505	
GEN. AMER. TRANSPORTATION CO.	SP 404056	1005	100 TON HOPPER	CAR	6506	
GEN. AMER. TRANSPORTATION CO.	SP 404062	1005	100 TON HOPPER	CAR	6506	
GEN. AMER. TRANSPORTATION CO.	SP 404064	1005	100 TON HOPPER	CAR	6506	
GEN. AMER. TRANSPORTATION CO.	SP 404065	1005	100 TON HOPPER	CAR	6506	
GEN. AMER. TRANSPORTATION CO.	SP 404069	1005	100 TON HOPPER	CAR	6506	
GEN. AMER. TRANSPORTATION CO.	SP 404071	1005	100 TON HOPPER	CAR	6506	
GEN. AMER. TRANSPORTATION CO.	SP 404072	1005	100 TON HOPPER	CAR	6506	
GEN. AMER. TRANSPORTATION CO.	SP 404075	1005	100 TON HOPPER	CAR	6602	
GEN. AMER. TRANSPORTATION CO.	SP 404078	1005	100 TON HOPPER	CAR	6602	
GEN. AMER. TRANSPORTATION CO.	SP 404080	1005	100 TON HOPPER	CAR	6602	
GEN. AMER. TRANSPORTATION CO.	SP 404085	1005	100 TON HOPPER	CAR	6602	
GEN. AMER. TRANSPORTATION CO.	SP 404088	1005	100 TON HOPPER	CAR	6602	
GEN. AMER. TRANSPORTATION CO.	SP 404093	1005	100 TON HOPPER	CAR	6602	
GEN. AMER. TRANSPORTATION CO.	SP 404096	1005	100 TON HOPPER	CAR	6602	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 076265	1005	100 TON HOPPER	CAR	7003	
AMERICAN CAR & FOUNDRY CO. (ACF)	SSW 077278	1005	100 TON HOPPER	CAR	6907	

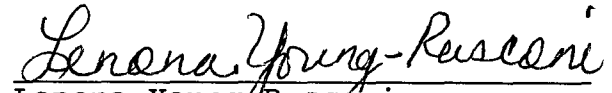
THE ABOVE EQUIPMENT IS STANDARD-GAUGE RAILROAD EQUIPMENT OTHER THAN PASSENGER CARS AND WORK EQUIPMENT.

TOTAL 23 UNITS

ATTACHMENT A

CERTIFICATION

I, LENONA YOUNG-RUSCONI, have compared this copy of the original Quitclaim Bill of Sale dated April 29, 1993, and found the copy to be complete and identical in all respects to the original document. I declare under penalty of perjury that the foregoing is true and correct.



Lenona Young-Rusconi
July 29, 1993